

REPORT

OF THE

COMMISSIONERS

OF THE

QUEEN VICTORIA NIAGARA FALLS PARK

FOR THE YEAR

1891.

PRINTED BY ORDER OF THE LEGISLATIVE ASSEMBLY.



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1892.

SIXTH ANNUAL REPORT
OF THE
COMMISSIONERS
OF
QUEEN VICTORIA NIAGARA FALLS PARK.

To the Honourable SIR ALEXANDER CAMPBELL, K.C.M.G.,
Lieutenant-Governor of Ontario.

May it please your Honour :

In conformity with the requirements of the Statute, the Commissioners of Queen Victoria Niagara Falls Park beg to submit their Sixth Annual Report, together with the usual financial and statistical statements shewing the condition and progress of matters pertaining to the Park for the year which ended on the 31st of December, 1891.

The Commissioners, as in their two former reports, have again to state that owing to the want of funds no new works of restoration or permanent improvements have been prosecuted during the past year. The ordinary working staff of the Park was fully employed in keeping the extensive and varied domain in as neat and attractive a state as possible, and in the performance of these works of maintenance regard has always been had to permanent effects as well as to the temporary and annual improvement of the grounds.

It cannot be expected, however, that the small expenditures for the ordinary maintenance works that are carried on with the few men comprising the permanent staff can accomplish much in permanent results. Not less than \$10,000 per annum should be expended for several years to come, in reclamation and artistic treatment of the 154 acres of lawn and meadow and the beautifully wooded islands, hillsides and sloping shores within the Park boundaries. However bountifully nature has adorned this magnificent Provincial reservation, it is evident that there must be good roads, walks, paths and all requisite artificial aids to enable every part of the grounds to be properly appreciated and enjoyed.

It may safely be asserted that nowhere on this Continent is there such a compact area of similar extent where the natural scenery is susceptible of the production of the most charming results as can be effected by the expenditure of a few thousand dollars annually. The Commissioners therefore hope that the day is not far distant when funds will be placed at their disposal to permit of proceeding with the plans for the continued development and improvement of the property placed under their care and supervision.

In their last report the Commissioners pointed out that the Park revenues derived from the hydraulic lift and the tolls for visiting the islands were quite inadequate to meet the ordinary Park maintenance, exclusive of the interest on the debentures, and expenditures for much needed permanent improvements. The results of the past year only confirm the previous statements in this respect, as it will be seen by reference to the financial statement attached to this report, that while the ordinary maintenance expenditures for the year amounted to \$14,588.57, the revenue was only \$7,041.76, shewing an excess of expenditures over receipts of \$7,546.81. To this should be added the interest on the Park debentures amounting to \$21,000.

In view of this large annual deficit, the Commissioners in their last report sought to impress upon the Government that, if the maintenance of the Park was not to become, very largely, a charge on the revenues of the Province, the projects referred to in previous reports, having for their object the raising of revenue, must be pushed forward and developed to the fullest extent. Respecting these projects, very full information has been given from time to time in relation to the protracted negotiations that they have been conducting for the disposal of the franchise to construct an electric railway along the banks of the river, and also for the right to use the waters of the river on the Canadian side to generate electricity to be transmitted to cities and towns within a radius of 150 miles from Niagara Falls for motive power, lighting and other purposes.

An option was granted to certain English capitalists and electricians to acquire the franchise for constructing and operating the electric railway, as well as the works for generating electricity. The conditions of the option for the railway required that an agreement should have been executed and entered into on or before 1st September, 1891. The parties interested in the enterprise, however, were unable to form a company having the requisite capital, in consequence of which the option lapsed.

The option for the privilege of using the waters of Niagara for generating electricity, granted to the same parties, does not expire until 1st March, 1892, when upon payment of two years' rental in advance, viz., \$50,000, they have the right to acquire the lease of the power on the terms and conditions set out in the agreement dated December 17th, 1889.

The main objects the Commissioners had in view in promoting the electric railway scheme were (1) to obtain revenue for the Park maintenance and to assist in the payment of interest on the debentures issued to acquire and improve the property, (2) to increase the number of visitors, primarily for revenue purposes, but also to bring into greater prominence the Canadian Park and its historic environment on the banks of Niagara River by connecting it with all the great railway lines of the Continent, (3) to overcome the antagonism of the cabmen, who have persistently opposed the interests of the Canadian Park ever since it was founded.

The more effectually to accomplish these objects, the Commissioners decided that the southern terminus of the railway should be located at the mouth of the Chippawa River so as to ensure steamboat connection with the City of Buffalo, and the northern terminus at Queenston in order to connect with Toronto and other points on Lake Ontario. In the selection of these terminal points they were of the opinion that a very considerable portion of the great tourist and picnic travel would thus be intercepted at Buffalo and brought down by boat to the southern terminus at Chippawa, and from there by the electric railway to Niagara Falls and Queenston, and thence by steamers to Toronto and other points on Lake Ontario and the River St. Lawrence. They were also of the opinion that if a large hotel was erected on one of the many splendid sites on the elevations outside of the Park boundaries the Canadian side of the Niagara River would become one of the greatest summer resorts on the Continent.

It has been truly said that "there is but one Niagara," and it is equally true that there can only be one such electric railway with its unique and magnificent surroundings. Leaving Chippawa in observation cars travellers over the proposed route would have in continuous sight the surging rapids, above the falls, before coming in full view of the entire face of the great cataract itself with all its unparalleled grandeur: then the

magnificent river gorges with the whirlpool and whirlpool rapids, through which the waters of our inland seas are compressed between the rocky walls until the placid waters of the mighty river are viewed from the historic heights of Queenston as they wend their way to Lake Ontario.

Having regard to the great advantages that were likely to accrue to the Park as well as the Canadian side of the Niagara river generally by the construction and operation of an electric railway such as has been outlined in the preceding remarks, the Commissioners considered it of vital importance that no time should be lost in accomplishing such a desirable object. When, therefore, the option given to the English capitalists was forfeited by their inability to form a company and raise the necessary funds, the Commissioners at once commenced negotiations, with Mr. E. B. Osler and other gentlemen associated with him, for the construction and operation of the electric railway. These gentlemen being not only wealthy capitalists, able to obtain the requisite funds to successfully complete the undertaking, but who also from their large experience and connection with railway enterprises are eminently fitted to form the requisite connections with all parts of the Continent in order to popularize the use of the proposed railway, the negotiations with these gentlemen were brought to a successful conclusion, and with the consent of the Government an agreement was entered into on 4th December last, of which the following is a copy :

This agreement, made this fourth day of December, one thousand eight hundred and ninety one, between the Commissioners for the Queen Victoria Niagara Falls Park, acting herein on their own behalf as well as on behalf and with the approval of the Government of the Province of Ontario, and hereinafter called "the Commissioners" of the first part, and Edmund Boyd Osler and Herbert Carlyle Hammond, both of the City of Toronto, in the Province of Ontario, brokers ; William Hendrie of the City of Hamilton, in the said Province, contractor ; and Richard Bladworth Angus of the City of Montreal, in the Province of Quebec, gentleman, hereinafter called "the Company" of the second part :

Whereas the Company desires to construct and operate an electric railway along the top of the west bank of the Niagara River from the Village of Queenston, in the County of Lincoln, to the Village of Chippawa, in the County of Welland, and to extend the same as they may deem advisable to the Town of Niagara, in the said County of Lincoln, and to the Village of Fort Erie, in the said County of Welland, and to establish steamboat connections at the places named, or some of them, and the said railway between Queenston and Chippawa is hereinafter referred to as "The High Level Railway" :

And whereas it is the intention of the Company to apply to the Legislature of Ontario at its next session for a charter of incorporation to enable them and such others as may be associated with them in the undertaking to construct and operate the said railway and other works hereinafter referred to, and to execute effectually the engagements entered into herein on their part :

And whereas the Company desire to secure the rights of way to construct their said railway through and in the Queen Victoria Niagara Falls Park, which is the property of the Commissioners, and through and over other lands of the Commissioners, and also through and over lands held or contracted for by the Commissioners under contracts with the licenses from the owners thereof respectively, and the Commissioners have agreed to provide such rights of way upon the terms and conditions and for the considerations hereinafter expressed and contained and intended so to be :

And whereas the Company desire to secure the option of constructing and operating the "low level railway" as hereinafter defined and also certain privileges in the Park and along the Niagara River and its western bank, which option and privileges the Commissioners have agreed to give to the Company for the time and upon the terms and conditions and for the considerations hereinafter expressed :

And whereas for convenience and to prevent ambiguity it is agreed and understood by and between the said parties hereto and is hereby declared as follows, that is to say :

(2) The expression "Park proper," whenever it occurs herein, shall be understood to mean the Queen Victoria Niagara Falls Park, south of its original boundary in front of the Clifton House and running easterly to the Niagara River.

(b) The expression "low level railway," wherever it occurs herein, shall be understood to mean a line of railway under the cliff which forms the west bank of the Niagara River, and as near to the edge of the waters of the river as circumstances will permit, and extending as the Commissioners may determine from within that part of the Park proper below the bank to the north limit of the lands of the Commissioners, being the south limit of the military reserve at Queenston, or between such intermediate points as the Commissioners may determine.

(c) The expression "the Company," wherever it occurs herein, shall be understood to mean not only the individuals above-named as parties hereto of the second part, but also their and each of their heirs, executors, administrators and assigns, and the Company to be incorporated as hereinbefore mentioned and its successors and assigns.

(d) The expression "the Commissioners," wherever it occurs herein shall be understood to mean not only the parties hereto of the first part but also their successors and assigns and those who for the time being may be the Commissioners of the Queen Victoria Niagara Falls Park.

(e) In the event of the Company failing to secure at the next session of the Legislature of Ontario such charter as will enable them to carry out effectively the building of "the high level railway" and to acquire the other rights and properties in fulfilment of the objects hereinbefore recited, they will, under the authority of the Commissioners, in so far as the said authority may have effect under the powers vested in the Commissioners or otherwise if such powers be sufficient for the purpose and with the resources of the Company and as an unincorporated partnership or otherwise build, equip and operate the said high level railway as hereinafter provided, and such other works as may be required of the parties of the second part to be by them done or acquired under the terms of this agreement.

(f) The Company to be incorporated as aforesaid shall assume all the liabilities and engagements which are assumed and entered into hereby by the parties hereto of the second part and their personal liability to the Commissioners shall cease and determine when such liabilities and engagements have been assumed by such Company, and in the event of the said parties being unable to secure incorporation such personal liabilities and engagements shall cease when the said high level railway shall have been constructed from Queenston to Chippawa and shall be fully equipped and ready for operation, and after that event the said liabilities and engagements, including the payment of rent after the first year's payment, shall be enforced against the said railway and its appurtenances, including all works to be acquired or built by the Company as by this agreement is provided, or against the said incorporated Company as the case may be, and not against the parties hereto of the second part, their heirs, executors, administrators, or assigns or any of them, except in so far as they may have incurred liability as members of such incorporated Company, but they shall nevertheless be personally liable for the cash payment and the first year's rent, and for the building and equipping of the said high level railway.

Now therefore this agreement witnesseth as follows, that is to say.—

1. The Commissioners do hereby license and permit the Company to construct a first-class electric railway, with single or double tracks, as may hereafter be agreed upon between them and the Company, in and through the Park proper, from its northern to its southern boundary and on and over the other lands of the Commissioners from the northern boundary of the Park proper to a point in or near the Village of Queenston, and so far as the license of occupation, recently obtained by the chairman of the Commissioners from the militia department extends, and the Commissioners will provide the right of way therefor of the required widths, the railway herein referred to being part of the high level railway and the same shall be in accordance with the provisos, conditions and agreements hereinafter contained.

2. The Company shall construct, equip and operate the said railway and shall extend the same to Chippawa creek, with sufficient sidings and equipments to meet the development of traffic. It shall not, however, be compulsory upon the Company to operate the railway between the first day of December and the first day of March of each year, except between the Grand Trunk Railway station at the Town of Niagara Falls and the upper islands within the Park proper.

3. The said railway is to be four feet eight and a half inches gauge, and is to be laid with steel rails of not less than forty-five pounds to the lineal yard, fastened with fish plates, the formation ballast, bridges and all other structures to be of such material and to be built between Chippawa and Queenston, according to plans and specifications to be approved of by the Commissioners and by the Commissioner of Public Works of the Province of Ontario.

4. The location of the said railway in the Park proper and on that portion of the Commissioners' property known as "the chain reserve," extending from the north boundary of the Town of Niagara Falls shall be as the Commissioners may decide.

5. No sidings are to be laid down in the Park proper without the assent of the Commissioners, but any sidings which they may determine to be required in the public interest shall be constructed by the Company, the right of way for the same being provided by the Commissioners of a width not exceeding twelve feet.

6. The right of way through the Park proper shall be twelve feet for a single track where the railway is built on the surface. In cuttings and embankments the width is not to exceed twelve feet at grade.

7. The railway to be constructed upon the chain reserve along and on top of the bank of the river north of the Park proper so far as it can be conveniently used to reach Queenston, but deviations may be made to avoid large expenditure.

8. For the right of way over the chain reserve north of the Park proper, in so far as regards the extent of the present and any future interest of the Commissioners therein, and the benefit of the contracts already entered into between the Commissioners and various land owners for purchase of right of way and for the deviations above mentioned, including the lands by such contracts acquired or thereby intended so to be, the Company shall pay to the Commissioners the sum of ten thousand dollars, which payment is to be made in cash by the Company to the Commissioners when they have decided upon the location of the said high level railway and have given their assent to the commencement of the work of construction, and the Commissioners shall have no further claim against the Company for land damages, or for lands injuriously affected by the construction or operation of the railway (unless the same shall not be constructed in accordance with the plans and specifications provided for by paragraph 3 of this agreement) or in respect of any claims for working the said railway or works. Any territory required for deviations or otherwise, in addition to the above, shall be provided and paid for by the Company, who in acquiring such other territory, and until they receive the requisite rights, powers and franchises by Act of the Legislature of Ontario, may exercise all the rights, powers and franchises possessed by, and if necessary, in the name of the Commissioners.

9. At terminal points, namely Queenston and Chippawa, the Company shall construct sufficient landing places in the form of wharves to receive steamers. Such structures shall be built on plans to be approved of by the Commissioners. At Chippawa terminus the Company shall provide sufficient ground for terminal buildings with all necessary accommodation, and all sufficient ground for like terminal and necessary accommodation at Queenston, if the land embraced in the license of the militia department be inadequate for the purpose.

10. The Company shall not erect any buildings or sheds within the limits of the Park proper without special permission from the Commissioners, and shall not carry on any work thereon that will in any way disfigure it, of which works, whether disfiguring or not, the Commissioners are to be the sole judges. The Company are to have the full

use of all plans and surveys in possession of the Commissioners or made at their instance, but such plans and surveys are not to be taken as the decision of the Commissioners in respect of any works herein agreed to be done, or which may hereafter be proposed to be done.

11. The Company shall have the right to construct and operate inclined railways and elevators at such points north of the Niagara Falls ferry as may be approved of by the Commissioners, and the Company may use such portions of the chain reserve and thence down to the water as may be required for such construction and operation. The Company shall also have the right to acquire and operate such inclined railways and lifts which have already been constructed north of the ferry, together with the machinery and works connected therewith upon payment in cash, to the proprietors or occupiers thereof respectively, of the amount that may be fixed by arbitration or by private arrangement or otherwise, for obtaining possession from the present occupiers thereof, including costs incurred by the Commissioners. The Company may exercise, and the Commissioners do hereby empower the Company to exercise such rights and powers as the Commissioners possess in respect of the acquisition of such works, and if necessary, the Company may do so in the name of the Commissioners.

12. The Company shall, and they do hereby undertake that they will with due diligence and within a reasonable time, and without any delay that is avoidable, and not later than six months from the date hereof, take steps to acquire the rights and properties in the next preceding paragraph mentioned, including the rights now claimed by occupancy or otherwise, and will pay the compensation money therefor as soon as the same has been ascertained, and the costs of the Commissioners aforesaid, and on the acquisition thereof, the Company shall hold the same under the Commissioners free from any claim against the Commissioners by or in right of said proprietors or occupiers, which holdings under or attainments to the Commissioners shall not make the Company liable to pay any rents other than they have herein agreed to pay. If the Company shall not have acquired the said rights and properties within two years from the date hereof, the Commissioners may acquire the same, and may use them to all intents and purposes as if this agreement had never been entered into, and free from any claim by the Company to enjoy the same, or any benefits or rights connected therewith.

13. The Commissioners shall not grant or confer upon any other Company or person any right to construct and operate any railway or tramway within the limits of the Park, or any right to construct and operate lifts or inclined railways north of the Niagara Falls ferry and on any part of the chain reserve, or on the slope between the chain reserve and the river, except as hereinafter provided in connection with the low level railway, and so long as this agreement is in force the Commissioners will not themselves engage in any such construction or operation.

14. The Commissioners will assent to an arrangement being made between the Company and the municipal corporation of the Town of Niagara Falls for the supply to the Company of power for working the railway and the machinery necessary to operate and light the railway, and if an arrangement satisfactory to the Company cannot be made between the Company and the said municipal corporation, the Commissioners will grant to the Company such necessary rights as will enable them to procure from the waters above the Falls the power required for the above purposes.

15. The Company do hereby undertake to build the said high level railway between Chippawa Creek and Queenston in every respect fit for traffic, not later than the first day of September next, and in the event of the Company not being able to procure the right of way between the Park proper and Chippawa in time to enable them to finish the whole work within that time, the Commissioners will give a reasonable extension of time for finishing that section of the work.

16. The Company may commence the construction of the said railway whenever the location has been decided upon by the Commissioners, and the plans and specifications approved in accordance with paragraph 3 of this agreement, and the right to operate the same shall begin on the first day of September next, or so soon (before or after that date)

as the said railway or any section thereof has been constructed and is ready for operation, and shall extend to a period of forty years from the said first day of September, one thousand eight hundred and ninety-two, and shall be renewable on the request by the Company for a further period of twenty years as hereinafter provided.

17. If at the end of the said period of forty years the Commissioners shall demand from the Company for the further period of twenty years the payment of a greater clear annual sum than the sum hereby and hereinafter agreed to be paid for the said period of forty years, then if the parties hereto cannot agree as to the same, the amount to be paid for such further period, not less than the rents previously paid, shall be ascertained by three arbitrators or a majority of them, one of whom shall be named and appointed by the Commissioners, another by the Company (the parties hereto of the second part) and the third by the Chief Justice or senior presiding Judge of the Provincial Court of ultimate appellate jurisdiction for Ontario, and the award of such arbitrators shall be subject to the same provision of law as if the said arbitrators had been appointed by the said parties upon a voluntary reference under the Revised Statute of Ontario respecting Arbitrations and References. Either party to such arbitration may appeal from the award upon any question of law or fact to the said Provincial Court of ultimate appellate jurisdiction for Ontario, and the said Court shall have the same jurisdiction therein as a Judge has on appeal from a report or certificate under section 4 of the aforesaid Revised Statute respecting Arbitrations and References.

18. If the Company desire to renew for such further period of twenty years, notice of such desire to renew shall be given by the Company to the Commissioners in writing at least twelve months before the expiration of the forty year period.

19. In addition to all other payments to be made by the Company to the Commissioners as hereinbefore stated, for right of way and for the privileges hereinbefore mentioned, the Company shall pay to the Commissioners a clear annual sum of ten thousand dollars by way of rental for each and every year until the termination of the said period or term of forty years, and if the Company exercise the option of operating the said railway for the second period they will pay to the Commissioners, by way of rental, the sum which may be mutually agreed upon as such rental, or which may be fixed by arbitration as aforesaid. All payments to be made to the Commissioners quarterly, and to be calculated from the first day of September, one thousand eight hundred and ninety-two, whether the railway be completed or not. The rent shall be paid although the Company may not by virtue of this agreement be able to exercise the rights and powers to construct and operate the said railway, it being understood that the Commissioners do not guarantee the rights, interests and franchises hereby conveyed to the Company, and do not covenant for the quiet enjoyment thereof, except as against the acts of the Commissioners and their successors, and anyone claiming by, through or under them.

20. The Commissioners reserve the right upon six months' notice being given in writing by them to the Company, to authorize the Company to build and operate the said low level railway, and if at any time within the six months after such notice shall have been given the Company declare by notice in writing to the Commissioners that they are about to proceed with the work, the Company shall build the said low level railway and have the same ready for operation within twelve months after notice hereinbefore mentioned, shall have been given by the Commissioners to the Company. The Commissioners shall provide the right of way for such railway, subject to the like terms which the parties hereto have agreed upon in respect of the extent of the interest of the Commissioners over the chain reserve for the high level railway. If the notice be to build the railway to any point short of Queenston the Company shall nevertheless have the right to extend the same at low level to Queenston, and as far as the lands of the Commissioners extend, that is to say, to the south boundary of the military reserve at Queenston, and the Company shall have the right to build on such land and to make such connections between the said low level railway and the said high level railway as may be required in the public interest.

21. In the event of the notice to construct such low level railway being given by the Commissioners to the Company at any date previous to the first September, one thousand

eight hundred and ninety-seven, the Company shall for the privilege of building such railway and for the right of way from the Park proper to the south boundary of the said military reserve at Queenston, and for the aforesaid connections, pay to the Commissioners a further annual rental of seven thousand five hundred dollars in quarterly payments during the whole period of occupation under the terms of this agreement by the Company, such rental to begin at the end of twelve months from the time of the giving of said notice by the Commissioners.

22. In the event of the Commissioners not giving notice in writing on any date previous to first September, one thousand eight hundred and ninety-seven, that they require the construction of the said low level railway to be proceeded with, and of the Company declaring by notice in writing as aforesaid, that they are about to proceed with the work, the amount of the annual rent in respect of such low level railway to be paid by the Company to the Commissioners shall be determined by arbitration in the manner provided for by section 17.

23. In the event of the Company declining to build the low level railway, upon either notice hereinbefore provided, the Commissioners may grant the power to any other company or persons to build and operate such low level railway. The omission by the Company of the giving of the notice in writing, declaring their liability to proceed with the work above provided for, shall be deemed conclusive of the refusal by the Company of the option to build the said low level railway.

24. In the event of the Company exercising the option to construct and operate the said low level railway, the mode of construction and form of road-bed thereof, the class of carriages to be used for the same and all regulations relating to the safety and the use of the railway and its equipments shall be such as the Commissioners shall require and approve.

25. The term of years for operating the low level railway shall terminate at the termination of the time hereinbefore provided for operating the said high level railway, and shall be subject to renewal, expiration, determination or arbitration in respect of valuation of charge thereon for rent, compensation and liens in favor of bondholders or the Company, as the case may be, in the same manner as is hereinbefore and hereinafter provided in respect of the high level railway, and in the event of the Company not constructing the low level railway in pursuance of the notice to be given to the Company or option hereinbefore conferred upon the Company, then the Commissioners may confer upon any other company or persons who shall construct and operate the said low level railway as hereinbefore provided, the right to construct elevators at such points as the Commissioners may select for the purpose of passenger traffic to and from the low level railway to the top of the cliff, and under such regulations as the Commissioners may prescribe, due compensation to be made to the Company, parties hereto as may be agreed upon in respect of the arrangements and facilities required to transfer such passenger traffic to and from the low level railway to the top of the cliff, and in case of difference, to be ascertained by arbitration as hereinbefore provided by paragraph 17 of this agreement.

26. If at the end of the said period of forty years, the Company are unwilling to renew, or at the end of the further period of twenty years, if the Company continue to hold for such further period, the Company shall be duly compensated by the Commissioners for their railways equipment, machinery and other works including the low level railway, if the same shall have been constructed and then held by the Company under this agreement, as also the high level railway from Chippawa to Queenston, and including also their works in Chippawa and Queenston, but not in respect of any franchises for holding or operating the same, such compensation to be fixed by mutual agreement, or in case of difference, by arbitration as in paragraph 17 of this agreement, but the failure before the expiration of any such term, to fix such compensation in manner aforesaid or to pay before such expiration, the amount of compensation so fixed, shall not entitle the Company to retain possession meanwhile of the said railways, equipment, machinery and works, by this agreement to be constructed or operated, but the same shall nevertheless.

and notwithstanding that the Commissioners may have taken possession thereof remain subject to such liens and charges save as to possession as aforesaid, as may exist in favor of bond-holders or debenture-holders of the Company, and the Company shall retain a lien or charge thereon, save as to possession as aforesaid for the compensation of their railway, equipment, machinery, and works to be agreed upon as aforesaid, or so to be awarded to them provided, however, that all such liens and charges shall not exceed the amount that may be agreed upon or may be awarded for such compensation as aforesaid.

27. In respect of all rights and authorities which the Commissioners by the agreement, have conferred or have agreed to confer upon the Company to exercise in and about the execution of the works to be constructed, and operating or working the same, and of all other matters herein agreed upon, the Company will indemnify the Commissioners in respect of the exercise of said rights by the Company, and will hold them free from liability to any person or persons whomsoever.

28. The rights conferred by this agreement upon the Company, and the liabilities undertaken by the Company, shall not be construed to be conditional upon the Company procuring the Act of incorporation herein provided for.

29. Subject always to the terms and provisions of this agreement, and to the rights of the Commissioners as the owners in fee simple of the right of way in the Park proper and on the chain reserve, the said railways and their equipment and the other works constructed or required under this agreement, shall upon such construction or acquisition, as the case may be, be vested in and shall be the property of the Company who shall, subject as aforesaid, be entitled to operate, manage and control the same during the period or periods respectively above mentioned, it being however hereby declared, understood, and agreed, that at the end of the said first or second periods, as the case may be, the whole of the Company's said high level railway from Queenston to Chippawa, and the said low level railway, if then held by the company under this agreement, together with their equipment and the machinery and works aforesaid, including the elevators or lifts acquired or built and including also the works in Queenston and Chippawa shall become the property of the Commissioners, subject to the payment of compensation to be agreed upon or awarded as the case may be, and as is hereinbefore provided for.

30. The parties hereto shall use their best endeavours to procure, and either party hereto may apply to the Legislature of Ontario at its next session, for an Act of incorporation, enabling the parties hereto, of the second part and those who may be associated with them in the undertaking to carry on the said railway and works as an incorporated Company with sufficient powers to enable them to raise such capital by bond, debenture, stock, mortgage or otherwise, and as may be deemed sufficient to carry out the foregoing contract, and to enable them to construct and operate effectively the said railways and steamboats and other works as is hereinbefore provided for, and either party hereto may at the next session of the said Legislature or otherwise apply to the said Legislature for an Act to ratify and confirm this agreement.

31. The rents hereby agreed to be paid are hereby declared to be a first and preferential charge upon the said railways and works and the Company shall not create any lien, charge or incumbrance upon the said railways or works or any of them by bond, debenture, mortgage or otherwise which will interfere with or prevent the Commissioners from procuring payment of the rent hereby reserved or any part thereof and no simple contract creditor or other creditors of the Company is to have any claim against the said railway or works or any part thereof in priority to the claim of the Commissioners for rent.

32. The Company's tariff for passenger fares shall be a reasonable one and shall be subject to the approval of the Commissioners provided however that the Commissioners shall not have the right to insist upon such a tariff as will prevent the Company operating the said railway or railways at a fair profit but it shall be their privilege to exact from the Company the imposition of reasonable rates only.

In witness whereof the corporate seal of the Commissioners has been hereto affixed by the chairman who has also signed the same, and the parties hereto of the second part have hereunto set their hands and seals the day and year aforesaid.

Signed, sealed and delivered by the Chairman
of Commissioners in the presence of

C. S. GZOWSKI, Jr,

and by the said Edmund Boyd Osler, Herbert
Carlyle Hammond and William Hendrie in
the presence of

R. A. SMITH,

and by the said Richard Bladworth Angus in
the presence of

A. R. H. HEWARD,

Montreal.

C. S. GZOWSKI,

(Seal) Chairman.

E. B. OSLER,

Per H. C. HAMMOND,

(Seal) Attorney.

(Seal) H. C. HAMMOND,

(Seal) W. M. HENDRIE,

(Seal) R. B. ANGUS,

Immediately upon the execution of the foregoing agreement steps were at once taken to locate the line, and at the date of this writing, the Commissioners are informed that all the works of construction are under contract and are being vigorously pushed forward.

Under the provisions of clause 19 of the agreement, the Commissioners are to receive \$10,000 per annum payable quarterly for the franchise and such payments are to date from 1st September, 1892. The Commissioners confidently hope that on the opening of the railway the volume of travel will be largely augmented and that the revenue derived from the hydraulic lift will also be correspondingly increased.

Should it be found practicable and safe from an engineering standpoint, the Commissioners may, under the terms of the agreement, notify the Company to proceed within six months from the date of such notice, with the construction of what is designated the low level railway. The location of this proposed road is to be along the edge of the river under the bank and is to commence near the Clifton House and to extend to Queenston or such intermediate point as may be determined. For the franchise of this additional section of electric railway the Commissioners are to be paid \$7,500 per annum. Should the Company, however, on being notified, decide not to proceed with its construction, the franchise may be granted to another Company.

It will thus be seen that at least \$10,000 will be annually added to the Park revenues commencing on 1st September 1892, and in the event of the low level railway being found practicable and constructed the income will be still further increased by \$7,500 per annum. Should the English capitalists avail themselves of their option to lease the waters of Niagara, for the production of electrical power, \$25,000 per annum will also be received from that source. If, however, the option lapses the Commissioners are confident, having regard to the rapid development of electrical science and the facilities for transmitting power, that it will only be a short time before the unlimited force of Niagara will be sought after.

The Commissioners therefore have good grounds for believing that the Park revenues will soon be sufficient, not only to meet all expenditures for ordinary maintenance, interest on the bonds, as well as the creation of a sinking fund for their redemption, but that funds will also be available for works of reclamation and the permanent development and improvement of the Park.

From the statistical tables attached to the Superintendent's report it will be observed that the visitors to the Park are increasing and this year numbered no less than 272,485 as compared with 251,923 in the preceding year. Of this large number of visitors 172,127 entered the Park in 46,274 carriages and 100,358 were pedestrians. The income derived from visitors using the hydraulic lift amounted to \$3,894.15 as against \$4,018.50 in 1890, and tolls from visitors to the Islands produced \$1,958.70 as compared with \$1,797.10 in the preceding year, the total amount from both sources being \$5,852.95 as against \$5,815.60 in 1890.

The following summary shews the receipts and expenditures for the year, details of which will be found in the financial statement attached to the Superintendent's Report:

RECEIPTS.

Received from sale of old material, rents, etc	\$1,113 50
“ “ Hydraulic lift tolls	\$3,894 25
“ “ Island bridges tolls	1,958 70
	5,852 95
“ “ Imperial Bank, interest on deposits	282 63
“ “ English capitalists as a forfeitable deposit in connection with the proposal to lease the water power of the Falls, being proceeds of Bill of Exchange for £2,000	9,744 44
“ “ Solicitor's costs returned in the suit against Colt <i>et al</i>	306 30
“ “ Osler Syndicate deposit for electric railway franchise	10,000 00
Imperial Bank of Canada overdraft	13,330 41
	\$40,630 23

EXPENDITURES.

Imperial Bank, overdraft on 31st Dec., 1890	\$5,041 66
Salaries and wages, including wages of laborers	11,386 69
Paid for materials, etc.	2,478 60
Renewal work on bridges, etc	547 96
Commissioners' expenses	175 32
	\$19,630 23
Coupon interest on bonds to 1st July, 1891	10,500 00
“ “ “ 31st December, 1891	10,500 00
	\$40,630 23

The Appendix herewith attached contains the annual report of the Park Superintendent, as well as the usual financial and statistical tables.

All of which is respectfully submitted.

C. S. GZOWSKI,
Chairman.

J. W. LANGMUIR,
JOHN A. ORCHARD.

APPENDIX.

To the Commissioners of the Queen Victoria Niagara Falls Park :

GENTLEMEN,—I beg to submit my report for the year ending December 31st, 1891.

Owing to the necessity for the exercise of strict economy in the expenditure for the year, but little could be done towards the general development of the Park design, and most important and desirable works of reclamation and improvement had again to be left in abeyance, and for the same reason many works of maintenance and renewal had also to be put off for another year. The utmost that could be attempted therefore was to keep the front of the property in a clean and attractive condition, the roads and paths well trimmed, and picnic grounds and much frequented portions as tidy and serviceable as possible.

The year has been remarkable for the unusually low level of the water in the river, both above and below the Falls. This circumstance is of importance from its relation to the chief source of revenue in the Park, viz, "going under the Falls," as well as from its effect in changing the appearance of some of the upper reaches of the property where the water at its best is a bit shallow.

Some three years ago, the general level of the river at Table Rock was considerably and permanently lowered by the receding of the crest line of the falls in the centre of the "Horse Shoe" and the consequent drawing in of the water from the extremities. During the greater part of the past season the surface level has been still further reduced by the low water obtaining in Lake Erie, and the result was that frequently the rocky strata which forms the bed of the river has been exposed for fully one hundred and fifty yards within the former limit. As the tunnel by which visitors are conducted behind the falling waters was only carried out a distance of about fifty yards, or sufficiently far to afford a fairly good view of the falling mass of water and spray under the conditions obtaining three years ago, it frequently happened that the mouth of the tunnel was practically dry and visitors were much disappointed in not being able to enjoy the peculiar sensations connected with this trip. In order to compensate, in measure, for this appointment, paths were made along the water's edge and visitors conducted in front of the cliffs as far as the spray would admit of; there is no question but that the front views of the fall, from the water's edge in lower river, are magnificent and awe-inspiring in the extreme, yet visitors are very desirous of getting behind or underneath the "sheet of water," and if the Commissioners wish to continue to afford the opportunity for doing so, the present tunnel must be extended a sufficient distance under the cliff to ensure an abundant flow of water over the mouth at all seasons of the year, and in extreme low water.

The number of visitors to the Park during the year has been 272,485 or about eight per cent. in excess of the greatest number recorded in any previous year since the opening of the Park. Those entering in carriages aggregated over 172,000 or some \$30,000 (or eight per cent.) above last year; pedestrians were less numerous by 10,000, or only a fraction above 100,000. The lesser number of pedestrians this year is mainly owing to two reasons, viz., the much better facilities afforded large excursion parties to reach the falls on the American side, at small cost, and chiefly to the very substantial inducements held out by the excursion agencies over the river, to the organizers of large excursions to the falls to take their parties to the many "points of interest" which are to be found within convenient distance of the state reservation.

The increase in all classes of travel to Niagara Falls this last year was very marked, but until better facilities are provided for transport from the railway depots on the Canadian side, it is hardly to be expected that our Park will command its just proportion of visitors, more especially of those who bring their families to spend the day at the falls.

A tabulated statement is appended shewing the number of visitors entering the gates for each month of the year, and the comparative aggregate numbers for 1890.

The revenue received from visitors in 1891 amounted to \$5,852.95, or at the rate of 2 15-100 for each one entering the Park. Of this sum \$3,894.25 was collected at Table Rock from parties going under the Falls, and the balance of \$1,958.70 from the islands tolls. In addition to these items the sum of \$1,222.62 was received from rentals, etc., etc., making the gross revenue from the Park \$7,075.57, an increase of \$33.81 over the year 1890.

Very pleasing effects, at small cost, were obtained from the flower garden adjoining the museum building. Throughout the season the display of carefully selected and massed bedding plants was much enjoyed and favourably commented upon by very many of our visitors; the site is much favoured by nature for this purpose, as the proximity of the falls and the abundance of spray affords the needed moisture in the best possible form, and the location is thoroughly protected from storm.

As an evidence of the favourable climatic conditions obtaining it may be stated that the true English daisy is here found growing freely in the garden lawn, and the bloom has been gathered every month in the year.

Early in the summer a most valuable and highly acceptable gift was made to the Park by the Government of Ontario. In recognition of the services so freely rendered the Province, for many years, by the Park Commissioners, a beautiful bronze statue of the Chairman, Sir Casimir Gzowski, was erected in the Park and unveiled on the 25th July. The figure is half length, and faithful to life in every detail. It is suitably mounted upon a red sandstone pedestal and bears upon a brass plate the following inscription :—

COLONEL

SIR CASIMIR GZOWSKI,

K.C.M.G.,

AIDE DE CAMP TO THE QUEEN,

Chairman of the

QUEEN VICTORIA NIAGARA FALLS PARK
COMMISSION.

*Erected by the Government of Ontario,
A.D. 1891.*

A very appropriate site for the statue was selected in the north-east corner of the flower garden, where, flanked by a magnificent flowering Chinese magnolia on the one hand, and a beautiful drooping cut leaved birch on the other, it stands for all time a memorial of the high esteem in which the labours of the Commissioners, and especially those of the Chairman, have been appreciated by the Government of the Province.

A valuable collection of the flora found within the precincts of the Park has been made during the last two years by the gardener, Mr. Roderick Cameron, whose assiduity and thoroughness in this connection have been much praised by Prof. Macoun and several other distinguished botanists. Over seven hundred remarkably good specimens have already been mounted and named, and several of the "families" have yet to be taken in hand. It is confidently anticipated that by another year nearly one thousand distinct specimens will have been secured all from our own territory. The collection is now being labelled and indexed, and will, without doubt, be of great value and of much assistance to all students of botany who may visit the Park.

No less than two drafts have been made upon the collection of the minerals of Ontario now exhibited in the museum building, one for the use of students in the School of Applied Science, Toronto, the other for consignment to "The Imperial Institute," London, England.

Towards the close of the season it was found that some of the repairs on the Suspension Bridges, which had to be left over from last year for want of money, could not with safety be longer delayed. Many of the chord pieces, braces and needle beams required immediate attention, and the sound timbers were much in want of paint.

This work was undertaken late in the fall, and sufficiently far advanced to make things safe for the winter before cold weather. The work can be completed early in the spring.

The low water in river was taken advantage of to put in a small centre pier under fixed span bridge on Dufferin Islands, as previously recommended; this will permit of the truss being dispensed with and a simple double span stringer bridge substituted, thereby lessening the cost of maintenance from year to year. This bridge will also be lowered a few inches.

The need of additional shelters at various points, and a considerable increase in the number of benches or seats, particularly for the lower reaches of the Park, has been very manifest during the past season. It is hoped that these may be provided before another season's travel is upon us, as the comfort of visitors is much enhanced by conveniences of this kind.

I have again to report that the large stone buildings known as "The Museum" and "Table Rock House" are in need of substantial repairs.

The refreshment room in museum building was open during the summer months, and proved of great convenience to visitors.

Many enquiries have been made throughout the year for copies of the pretty little folder issued some three years ago, which contained a good map of the Park and its surroundings and embodied in brief form a great deal of useful information. A new issue would not be costly, as the work is still preserved on the stone by the lithographers, and without doubt it would be very much appreciated by all intelligent visitors and carried away as a souvenir for future reference.

Notwithstanding the large numbers present during the midsummer months, no difficulty was experienced in maintaining order,

The whole respectfully submitted,

JAMES WILSON,
Superintendent.

NIAGARA FALLS, February, 1892.

QUEEN VICTORIA NIAGARA FALLS PARK.

Statement shewing the Money received and the Visitors for 1891.

Months, 1891.	Number of Carriages entering the Park.	Number of Visitors.			Receipts from Visitors.			Average per Visitor in cents.	Sundry Receipts		Total Receipts.
		In Carriages.	Pedestrians.	Total.	Elevator.	Islands.	Total.		Rents, Sales, etc.	Interest on Bank Deposits.	
					\$ c.	\$ c.	\$ c.	\$ c.	\$ c.	\$ c.	\$ c.
January	1,846	5,550	3,189	8,739	70 25	16 15	86 40	0 99	85 50	.....	171 90
February	1,747	5,310	2,982	8,292	76 75	10 45	87 20	1 05	85 50	.....	172 70
March	1,504	4,467	3,212	7,679	78 25	9 55	87 80	1 15	85 50	.....	173 30
April	1,944	5,563	4,632	10,195	143 25	36 45	179 70	1 76	85 50	.....	265 20
May	3,294	11,172	7,640	18,812	320 25	140 10	460 35	2 45	90 50	15 77	566 62
June	4,453	15,840	9,526	25,366	363 00	232 65	595 65	2 35	92 00	.....	687 65
July	7,595	31,112	19,473	50,585	802 50	424 65	1,227 15	2 42	90 50	.....	1,317 65
August	9,943	41,396	25,230	66,626	1,035 75	533 70	1,569 45	2 36	130 50	.....	1,699 95
September	6,886	27,368	12,480	39,848	522 25	370 30	892 55	2 24	90 50	.....	983 05
October	3,754	13,647	6,445	20,092	273 25	140 70	413 95	2 06	94 75	.....	508 70
November	2,250	7,620	3,007	10,627	128 50	31 05	150 55	1 50	90 50	.....	250 95
December	1,058	3,082	2,542	5,624	80 25	12 95	93 20	1 66	92 25	93 35	278 80
Totals, 1891.	46,274	172,127	100,358	272,485	3,894 25	1,958 70	5,852 95	2 15	1,113 50	109 12	7,075 57
Totals, 1890.	39,487	141,375	110,548	251,923	4,018 50	1,797 10	5,815 60	2 30	1,176 25	49 91	7,041 76

Statement of Expenditure for the Year 1891.

1891.	Maintenance Charges.			General Charges.		Total.
	Salaries and Wages.	Materials and Miscellaneous.	Renewals of Bridges.	Commissioners' Expenses.	Interest on Bonds.	
	\$ c.	\$ c.	\$ c.	\$ c.	\$ c.	\$ c.
January	779 67	168 49	42 14	.....	.....	990 30
February	790 16	163 81	.....	.....	.....	953 97
March	748 54	122 36	.....	7 25	.....	878 15
April	779 92	243 37	.....	29 82	.....	1,053 11
May	996 96	190 95	.....	33 00	.....	1,220 91
June	1,150 56	194 87	.....	10 25	10,500 00	11,855 68
July	1,136 47	232 73	.....	15 00	.....	1,384 20
August	1,201 82	41 83	.....	30 00	.....	1,273 65
September	1,109 80	167 77	.....	.....	.....	1,177 57
October	870 81	243 39	.....	30 00	.....	1,144 20
November	901 49	75 55	243 50	.....	.....	1,209 54
December	1,020 49	633 48	273 32	20 00	10,500 00	12,447 29
Total	11,386 69	2,478 60	547 96	175 32	21,000 00	35,588 57

JAMES WILSON,
Superintendent.

